

THE CONTRACT WIZARD

Let it work its magic

The Contract Wizard is a Visual Basic automated, interactive computer tool used to write our state contracts. In a series of 18 computer screens, fortified with built-in directions, drop-down menus, and examples, the user completes its numerous fields.

- When all fields are complete, the push of screen buttons saves and prints the vendor specific contract.
- The Wizard produces the basic parts of the contract, including cover pages, General Provisions, the state Special Provisions, and signature page.
- The Statement of Work as Exhibit A, and budget and miscellaneous provisions as additional exhibits are added to complete the contract.

It works so well, most users believe it has a bit of magic built in - they may be right - it's the Wizard

STATEMENT OF CONTRACT	
AGREEMENT NUMBER: 00000000000000000000	
CONTRACT	
State of Colorado, the State of America, Contract Number: 00000000000000000000 Date: 00/00/00 Amount: \$0.00	To the Contractor: Name: _____ Address: _____ Telephone: _____ Fax: _____
00000000000000000000	To the Purchaser: Name: _____ Address: _____ Telephone: _____ Fax: _____
PURCHASE ORDER	
Description of Goods or Services: Quantity: _____ Description: _____ Price: _____ Total Price: _____ Comments: _____	
TERMS AND CONDITIONS	
GENERAL TERMS AND CONDITIONS	
EXHIBITS	
STATEMENT OF WORK	
BUDGET	
SPECIAL PROVISIONS	
EXHIBIT A STATEMENT OF WORK	
EXHIBIT B BUDGET	
EXHIBIT C MISCELLANEOUS	

Contract Page 1

The following contract is hereby executed:

Exhibit A—Statement of Work
Exhibit B—Budget

This document shall be deemed valid until it shall have been approved by the State Controller or his/her designee.

The contractor has agreed to accordance with the requirements of the Colorado Performance Code.

Payments promised by the purchaser to the vendor, shall be made in part, from time to time, as the vendor performs the services or supplies the materials, determined by the State Controller or his/her designee, the amount of which payment shall be based on the estimated amount remaining of such items.

Anytime after the date of the contract, the vendor may make changes upon thirty (30) days prior written notice being prepared, signed and otherwise made available.

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SPECIAL PROVISIONS

(See the General Provisions for Standard Conditions)

1. APPROVAL OF CONTRACT: The contract shall be valid only if it has been approved by the State Controller or his/her designee. The contract is not enforceable if the State Controller or his/her designee has rejected it. The controller is not authorized to accept or reject contracts on behalf of the State Controller or his/her designee.

2. PAYMENT: Payment shall be made in part, from time to time, as the vendor performs the services or supplies the materials, determined by the State Controller or his/her designee, the amount of which payment shall be based on the estimated amount remaining of such items.

3. CONTRACTOR'S LIABILITY: The contractor shall be liable for any damage or loss resulting from his/her negligence or carelessness in the performance of the services or supplies. The contractor shall not be liable for any damage or loss resulting from the acts or omissions of the vendor or any other party involved in the performance of the services or supplies.

4. EXHIBITS: All exhibits to this contract shall be deemed part of the contract and shall be enforceable as if they were contained in the body of the contract. The contractor shall be liable for any damage or loss resulting from his/her negligence or carelessness in the preparation of any exhibit.

5. MISCELLANEOUS: Any provision of this contract which is contrary to law or public policy is hereby declared invalid. The vendor shall not be liable for any damage or loss resulting from the invalidity of any provision of this contract.

6. GOVERNING LAW: The laws of the State of Colorado shall govern the interpretation and enforcement of this contract.

7. DISPUTES: Any dispute arising out of or relating to this contract shall be resolved by arbitration in accordance with the rules of arbitration of the American Arbitration Association.

8. SIGNATURES: The signatures of the parties to this contract shall be valid if they are signed by the State Controller or his/her designee.

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

The State Controller or his/her designee approves all new contracts. The controller is responsible for the State Controller or his/her designee to be fully informed, has agreed to the controller is not authorized to accept or reject contracts on behalf of the State Controller or his/her designee.

STATE CONTROLLER

Special Provisions
Contract Page 10

SPECIAL PROVISIONS

(See the General Provisions for Standard Conditions)

CONTRACTOR: _____ STATE OF COLORADO: _____

DEPARTMENT: _____

LEGAL REVIEW: _____ ATTORNEY GENERAL: _____

CONTRACTOR'S SIGNATURE: _____ DATE: _____

STATE CONTROLLER'S SIGNATURE: _____ DATE: _____

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STATE CONTROLLER

Signature Page
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GENERAL PROVISIONS

This is to be used when you are entering into a contract with a vendor. It is not intended to be a general contract, but rather a general provision for the vendor to use in their contracts. It is not intended to be a general provision for the vendor to use in their contracts.

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Exhibit A—Statement of Work

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Exhibit A—
Statement Of Work

Exhibit B, C, D, etc.



General Provisions
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Exhibit A—
Statement Of Work